

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Sidley Austin Brown & Wood LLP 1501 K Street NW Washington, D.C. 20005		2. Registration No. 3731
3. Name of foreign principal Hong Kong Trade Development Council	4. Principal address of foreign principal 1520 18th Street N.W. Washington, D.C. 20036	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: <div style="margin-left: 20px;">a) Branch or agency represented by the registrant. Hong Kong Trade Development Council</div> <div style="margin-left: 20px;">b) Name and title of official with whom registrant deals. Jacqueline Willis, Hong Kong Economic & Trade Office</div>		
7. If the foreign principal is a foreign political party, state: N/A <div style="margin-left: 20px;">a) Principal address.</div> <div style="margin-left: 20px;">b) Name and title of official with whom registrant deals.</div> <div style="margin-left: 20px;">c) Principal aim</div>		

8. If the foreign principal is not a foreign government or a foreign political party, N / A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N / A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N / A

Date of Exhibit A	Name and Title	Signature

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Sidley Austin Brown & Wood LLP	2. Registration No. 3731
3. Name of Foreign Principal Hong Kong Trade Development Council	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide advice and analysis, including legal research with respect to U.S. trade law and policy through written memoranda and meetings.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- Monitor and provide research and advice on U.S. trade policy developments.
- Monitor and provide research and advice on trade matters either bilateral (U.S. - Hong Kong, U.S. - China) regional or multilateral.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

N/A

Date of Exhibit B	Name and Title	Signature

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

SIDLEY AUSTIN BROWN & WOOD LLP

CHICAGO
DALLAS
LOS ANGELES
NEW YORK
SAN FRANCISCO

1501 K STREET, N.W.
WASHINGTON, D.C. 20005
TELEPHONE 202 736 8000
FACSIMILE 202 736 8711
www.sidley.com
FOUNDED 1866

BEIJING
GENEVA
HONG KONG
LONDON
SHANGHAI
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
(202) 736-8149

WRITER'S E-MAIL ADDRESS
bjacobs@sidley.com

July 22, 2002

Mr. Robin Chiu
Director, Americas
c/o Hong Kong Economic and Trade Office
1520 18th Street, N.W.
Washington, D.C. 20008

Dear Mr. Chiu:

Sidley Brown Austin & Wood LLP greatly appreciates the opportunity to continue working with the Trade Development Council and is pleased to provide the following assurances with respect to the firm's representation of other clients.

As you are aware, a law firm such as ours, which represents a broad array of clients with diverse interests, from time to time could encounter situations in which different clients have conflicting interests in regard to the same subject matter. We are not aware of any conflicts of interest at present with regard to the services addressed in the Agreement covering the period from May 6, 2002 to March 31, 2003, and, of course, will advise you immediately should such a conflict develop.

Be assured that we will consult with you before undertaking any assignment from another client that might create a conflict with respect to any matter on which you have already retained us. Similarly, should we be asked in the future to provide services on a matter that might conflict with our engagement by another client, we will work with you and the other client toward a mutually acceptable resolution before undertaking the project. As mandated by applicable ethics rules, if in either situation a satisfactory arrangement cannot be worked out, we will not be able to undertake the conflicting assignment.

We look forward to our continuing successful and productive relationship.

With best regards,


Brenda A. Jacobs

BAJ:kcb



香港貿易發展局
Hong Kong Trade Development Council

28 June 2002

Mr. Michael P. Daniels
Sidley Austin Brown & Wood LLP
1501 K Street, N.W.
Washington D.C. 20005

Dear Mr. Daniels,

I refer to the Agreement dated 28 June 2002 signed by the Hong Kong Trade Development Council (the TDC) and Sidley Austin Brown & Wood LLP (the Consultant), and I wish to set out my understanding of the manner in which the Agreement will be operated.

The Agreement covers the period 6 May 2002 to 31 March 2003 and your engagement is funded by the TDC which is the statutory body responsible for promoting, assisting and developing Hong Kong's overseas trade.

For administrative purposes, it is envisaged under the Agreement that the Consultant will report to and be instructed by the Hong Kong Economic and Trade Office in Washington, D.C.

You will be aware that, in addition to your services, the Government of the Hong Kong Special Administrative Region has retained the services of certain consultants and the TDC has retained the consultancy services of certain other consultants. It is envisaged that co-ordination will be achieved primarily through meetings convened by the Hong Kong Economic and Trade Office in Washington, D.C.

To avoid any possible conflict of interest between the Consultant's representation of Hong Kong and of other clients, you are required to set out in your response to this letter your representation of other clients on issues that may potentially conflict with the interests of Hong Kong, and how you propose to deal with such conflicts of interests. Should any such conflicts arise in future, you are required to consult the TDC in accordance with the provisions in paragraph 4 of the Agreement.

Would you please signify your acceptance of the above procedural arrangements by signing and returning the attached copy of this letter.

Yours sincerely,

(Robin Chiu)

Regional Director, Americas
Hong Kong Trade Development Council

The Government of the Hong Kong Special Administrative Region

and

Sidley Austin Brown & Wood LLP

Agreement

AGREEMENT

DATED 2 July 2002

PARTIES

1. The Government of the Hong Kong Special Administrative Region ("the Government");
2. Sidley Austin Brown & Wood LLP, a limited liability partnership and having its offices situated at 1501 K Street, N.W., Washington, D.C. 20005, USA. ("the Firm").

RECITALS

The Government is seeking the services of a firm in order to provide support and assistance in connection with US Customs related matters that directly or indirectly affect Hong Kong's trade interests with the USA particularly the textiles and apparel trade. The firm will provide regular reports on US Customs procedures and practices of relevance to the import of Hong Kong made products, provide appropriate prior warning of actions being planned by the US Customs that may affect Hong Kong, conduct research and analyses on US Customs procedural guidelines and other import requirements, provide general and technical data and advise on US Customs legislation and administrative procedures.

PROVISIONS

1. Interpretation

- 1.1 In this Agreement, the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires :

"Commencement Date" means 6 May 2002;

"Completion Date" means 31 July 2002;

"Fee" means the aggregate of :

- i) professional charges under this Agreement; and
- ii) out-of-pocket expenses mentioned in Clause 6.4 of this Agreement; including expenses properly incurred in travelling within the USA and other disbursements properly incurred by the Firm in the performance of its duties under this Agreement;

"Services"

means providing support and assistance in connection with, but not limited to :

- (a) providing regular reports on US Customs procedures and practices of relevance to the import of Hong Kong made products, particularly the textiles and apparel products;
- (b) providing appropriate prior warning of actions being planned by US Customs that may affect Hong Kong; conducting research and analyses on US Customs procedural guidelines and other import requirements;
- (c) providing general and technical data; and advice on US Customs legislation and administrative procedures; and
- (d) any other US Customs related matters that directly or indirectly affect Hong Kong's trade interests particularly the textiles and apparel trade.

"day"

means any business day in the USA;

"dollar", "\$"	means the United States dollar being the lawful currency of the USA;
"Force Majeure"	means the outbreak of war affecting Hong Kong or the USA, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow whether by external or internal means of the Government, civil war, riot, civil disturbances, fire, Government action, civil commotion, acts of God, or any other similar cause provided it is wholly beyond the control of either party, which prevents or very substantially and adversely affects the performance of the Firm's duties and obligations hereunder;
"person"	means any individual, corporation, firm and any unincorporated body;
"Washington Office"	means the Hong Kong Economic and Trade Office, 1520, 18th Street, N.W., Washington, D.C. 20036, USA.

- 1.2 Words imparting the singular only include the plural and vice versa where the context requires.
- 1.3 The headings or notes in this Agreement are for ease of reference only and shall not limit or extend the interpretation of this Agreement.
- 1.4 Each gender includes the other where the context requires.

2. Appointment and Duration of Services

- 2.1 The Government hereby appoints the Firm as adviser on US Customs related matters and the Firm agrees to perform the Services in accordance with the provisions hereof, commencing on the Commencement Date. The Firm shall complete the Services on the Completion Date.

- 2.2 This Agreement may be extended for a further term upon the mutual agreement of the parties hereto, on such terms and conditions to be negotiated between the Government and the Firm.

3. Non Exclusion

- 3.1 The Firm should not undertake any other service or services which is, are or may be in conflict with the proper performance of its duties under this Agreement. In the event that a conflict of interest shall arise or it becomes apparent to the Firm that a conflict of interest is likely to arise the Firm shall immediately inform the Government in writing and the provisions of Clauses 3.2 and 3.3 hereunder shall take effect. For its part, the Government agrees that it will not require the Firm to decline an engagement unless it is satisfied that any such engagement could have an adverse impact on the effectiveness of the Firm's services herein.
- 3.2 Whether notice has been given under Clause 3.1 or otherwise, in the event that the Government shall determine, at its sole discretion, that a conflict of interest exists or is likely to arise as a result of an existing or new service undertaken by the Firm, the Government shall, at its option, be entitled immediately to terminate this Agreement and, in such case, the professional charges of the Firm provided for in Clause 6 shall be calculated on a pro-rata basis payable with respect to the period up to the date of termination and, for the avoidance of doubt, the Firm shall in this event, forthwith refund to the Government such part of the fees which have been paid by the Government for or in respect of the period after the termination date without any deduction, setoff or counterclaim. Subject to the provisions and limitations set out in Clause 6 any out-of-pocket expenses properly incurred by the Firm up to the date of termination shall also be paid to the Firm.
- 3.3 The Firm shall, at such time, deliver to the Government all documents, data and other papers in relation to the Services completed prior to the date of termination in an orderly professional manner.

4. Services provided by the Government

The Government shall have and perform the following powers and duties :-

4.1 Staff and Administration Support

The Government shall not provide any staff or administration support to the Firm in the performance of its duties under this Agreement.

5. Relationship of the Parties

5.1 The Firm enters into this Agreement with the Government as an independent contractor only and shall not represent itself as an employer, employee or servant of the Government.

5.2 Neither party hereto is the agent of the other nor shall anything herein be construed as in any way constituting a partnership between the parties hereto.

5.3 Neither party shall commit the other to any obligation whatsoever.

5.4 The provisions of Clause 5 or any part thereof shall not apply where prior written consent to waive the same has been given by the other party concerned.

6. Payment

6.1 Subject to the provisions of this Agreement, in consideration of the performance of the Services by the Firm, the Government shall pay to the Firm a Fee not exceeding sixteen thousand two hundred sixty-five dollars and three cents (\$16,265.03) made up of fourteen thousand four hundred thirty-seven dollars and fifty cents (\$14,437.5) in respect of the professional charges of the Firm and a maximum amount of one thousand eight hundred twenty-seven dollars and fifty-three cents (\$1,827.53) in respect of out-of-pocket expenses of the Firm properly incurred in carrying out of its duties under this Agreement.

6.2 Subject to the provisions of this Agreement, the fourteen thousand four hundred thirty-seven dollars and fifty cents (\$14,437.5) hereinbefore mentioned in Clause 6.1 shall be paid by the Government through the Washington Office to the Firm by such method or methods as may be agreed (in writing) between the parties hereto from time to time. Upon satisfactory performance of the Services the fourteen thousand four hundred thirty-seven dollars and fifty cents (\$14,437.5) shall be paid on 1 August 2002 plus expenses, as incurred during the currency of this Agreement.

- 6.3 The Fee shall include any fees, costs and disbursements incurred by any subcontractors (if appointed pursuant to Clause 11) in the proper performance of this Agreement.
- 6.4 For the purposes of this Agreement, the out-of-pocket expenses hereinbefore referred to in Clause 6.1 means costs, charges and disbursements properly incurred by the Firm in the performance of its duties under this Agreement and shall only include the following : –
- (i) travel expenses of members of the Firm or its employees within the USA;
 - (ii) photocopy and other stationery charges and expenses;
 - (iii) expenses incurred in communication with the Government including the Washington Office. Such expenses shall include postage, telex, telephone, messenger and facsimile expenses;
 - (iv) any other necessary expenses incurred by the Firm in the proper performance of its duties under this Agreement.
- 6.5 No payment of the out-of-pocket expenses hereinbefore mentioned, or any part thereof will be made without the production of monthly reports providing a breakdown of the relevant expenditures or by providing the relevant vouchers, invoices, receipts and other evidence showing that such expenditure has been incurred.
- 6.6 Subject to Clause 6.7, the Firm shall not be entitled to any payment whatsoever other than the Fee referred to in this Clause, and no fee, cost, charge or disbursement whatsoever in addition to the Fee shall be raised by the Firm or payable by the Government in respect of the Services (whether in respect of subcontracting or otherwise) without the prior agreement in writing of the Government.
- 6.7 No major expenses such as international travel, major projects involving extensive research, or entertainment are envisioned under this Agreement. However, should the Firm be requested to perform such activities, the request will be subject to discussion and agreement on a case by case basis. Subject to the agreement between the Government and the Firm, the latter shall be separately remunerated or reimbursed (as the case may be) for such additional expenses and professional fees referred to aforesaid. The

payment of such additional remuneration or reimbursement (as the case may be) shall be conditional upon the additional services (if any) being properly performed and these expenses being necessary and properly incurred under the circumstances.

6.8 The Firm hereby irrevocably authorizes, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Firm, disclose to any person in such form and manner as the Government deems fit -

(a) the Fee and any other fees, costs and expenses payable to the Firm pursuant to this Agreement; and

(b) the fee proposal submitted prior to the date of this Agreement by the Firm to the Government in relation to the Services.

6.9 The Firm hereby waives and foregoes its right, if any, to make any claims against the Government for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of any disclosure made by the Government under Clause 6.8.

7. Copyright

7.1 The Firm shall not infringe the copyright or any other intellectual property in any publications or other material used or supplied by the Firm during the course of the Agreement and shall indemnify and keep the Government fully and effectively indemnified against all actions, claims, demands, damages, costs, charges and expenses whatsoever which may arise out of or in consequence of any such infringement by the Firm.

7.2 The Firm shall not be entitled to use any data, reports, documentation and other particulars or things prepared or received by it in the course of the Services or disclose the contents thereof or any other information pertaining to the Services in its possession to any person other than a person employed or engaged by the Firm in carrying out this Agreement unless the Government's prior approval is obtained.

7.3 The Firm is allowed to disclose to third parties the content of reports, documents or matters prepared for the Government provided that such reports, documents or matters bear suitable indication that they are not principally prepared for the Government.

8. Conduct of the Services

The Firm warrants that the Services will be performed and completed in a professional manner and that the Firm and other person employed or engaged by it shall use all proper and professional skill, care and diligence in the performance of the Services and the discharge of all duties and obligations.

9. Confidentiality

The Firm shall not without the prior written approval of the Government at any time either during the course of this Agreement or thereafter divulge to any third person information specified as confidential in connection with the Services or otherwise relating to or concerning the Government. The Firm shall use its best endeavours to ensure that all members of its staff comply with the requirements of this provision. This obligation shall not apply to information i) previously known to the Firm as evidenced by its records; ii) subsequently otherwise acquired by the Firm from a third party having an independent right to disclose the information; iii) which is now or later becomes publicly known through no fault of the Firm.

10. Assignment

The Firm shall not give, bargain, sell, assign, or otherwise dispose of the Services or any part thereof, any benefit therein, or any interest, right, benefit or obligation under this Agreement.

11. Sub-Contracting

11.1 The Firm shall not subcontract the whole, a part or parts of the Services to any person whatsoever save with the prior written consent of the Government.

11.2 The subcontracting of any part of the Services pursuant to the provisions of Clause 11.1 shall not relieve the Firm from any liability, duty or obligation under this Agreement and it shall be responsible for the acts, defaults and neglect of any subcontractor and its officers as if they were the acts, defaults or neglect of the Firm.

12. Notices to the Firm

- 12.1 Notices may be delivered or dispatched by mail, or may be telexed or sent by facsimile to the Firm's address in 1501 K Street, N.W., Washington, D.C. 20005, USA, facsimile : (202) 736-8711 or to such other address (and in the case of telex or facsimile to such telex or facsimile addresses) as the Firm may have designated in writing to the Government.
- 12.2 Such notices shall be deemed to have been properly delivered or given hereunder and shall be effective on the date of delivery if delivered, telexed or sent by facsimile or, if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by the relevant postal authority in the USA or Hong Kong (depending on whether such notices are given by the Washington Office or the various concerned departments of the Government as the case may be).

13. Notices to the Government

- 13.1 Notices may be delivered or dispatched by mail or sent by facsimile to the Government's address at the Hong Kong Economic and Trade Office, 1520, 18th Street, N.W., Washington, D.C. 20036, USA, facsimile : (202) 331-8958, or to such other address (and in the case of telex or facsimile to such telex or facsimile addresses) as the Government may have designated in writing to the Firm.
- 13.2 Such notices shall be deemed to have been properly delivered or given hereunder and shall be effective on the date of delivery if delivered or sent by facsimile or, if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by the postal authority in the USA.

14. Waiver

No failure by either party to exercise and no delay by either party in exercising any right or remedy available to it under this Agreement or in law or in equity shall operate as a waiver of such right or remedy; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof; nor shall any such failure to exercise, or delay in exercising, or single or partial exercise of any such right or remedy preclude the exercise of any other right or remedy; and the rights and remedies of each party herein contained shall be cumulative and not exclusive of any other rights or remedies provided by law or in equity.

15. Information

The Government shall furnish the Firm with all or any available and/or pertinent information, knowledge and assistance as the Firm may reasonably and properly require to enable it to perform its obligations hereunder.

16. Use of the Government's Name

The Firm agrees not to use the Government's name in any document, publication, advertisement or publicity material save with the prior written consent of the Government.

17. Variations

Subject to the provisions of this Agreement, no waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made by written instrument signed by authorised signatories of the Firm and the Government.

18. Force Majeure

- 18.1 In the event of Force Majeure, the party so affected shall be excused from performance for so long as such event shall continue. The party so affected shall give notice to the other party as soon as possible of the event of Force Majeure.
- 18.2 In the event of the continuation of Force Majeure for a period of not less than twenty-eight (28) consecutive days, the Government shall be entitled at the expiration of such period to give to the Firm not less than fourteen (14) days' notice in writing terminating this Agreement.
- 18.3 In the event of this Agreement is terminated pursuant to Clause 18.2, the Firm shall be entitled to receive payment for the Services rendered to the Government up to the date of termination.
- 18.4 Subject to the provisions in Clause 18.2, in the event of the cessation of Force Majeure, the parties will diligently endeavour to achieve, as soon as possible, the normal pursuit of the Agreement and to regain the time lost. The completion date of the affected Services shall be extended by the number of days delay actually caused by such event of Force Majeure

unless a different extension shall be agreed between the parties. In all other respects the obligations of the parties hereunder shall be unaffected, provided that the Government and the Firm may agree appropriate adjustments to the schedule given in Clause 6.2.

19. Termination

- 19.1 Either party may terminate this Agreement by notice in writing, delivered or dispatched by registered mail to the other party hereto, not less than thirty (30) days prior to the date upon which such termination becomes effective.
- 19.2 Breach of any conditions contained in this Agreement by either party shall entitle the other party to terminate this Agreement upon thirty (30) days' prior written notice unless such breach (capable of being remedied) is remedied within such period.
- 19.3 The Government shall be entitled to terminate this Agreement forthwith if the Firm shall go into liquidation or if a receiver has been appointed over any of its assets.
- 19.4 In the event of Ms. Brenda Jacobs ceasing to be actively associated with the Firm and/or being unable to personally handle the issues contemplated under this Agreement on a day to day basis, the Firm will immediately inform the Government and this Agreement will be reviewed and may be terminated immediately by the Government at its sole discretion.
- 19.5 Upon termination of this Agreement, the Firm shall deliver to the Government as soon as possible all documents, data and other papers in relation to the Services completed up to that time. Such are to be delivered to the Government in an orderly and understandable manner. Payment to the Firm will be adjusted to reflect the portion of the Services completed prior to the termination of this Agreement. For the avoidance of doubt, it is agreed that the Firm shall refund to the Government any amounts paid in respect of Services which have not been performed at the date of termination.

20. Arbitration

- 20.1 If any dispute or difference shall arise between the parties hereto touching any matter or thing connected with this Agreement the same shall be referred, following written notice of the existence of the dispute or

difference given by one party to the other, to a mutually agreed single arbitrator, sitting in Hong Kong, who shall arbitrate the dispute or differences in accordance with the provisions of the Arbitration Ordinance of Hong Kong or any statutory modification or re-enactment thereof for the time being in force.

20.2 The award of the arbitrator shall be final and binding on both parties.

21. Invalidity of Provisions

If at any time any one or more provisions hereof shall be adjudged to be unenforceable, invalid or illegal in any respect under any applicable law, the enforceability, validity and the legality of the remaining provisions hereof shall not in any way be thereby impaired or affected.

22. Proper Law

This Agreement shall be subject to and construed in accordance with the laws of the Hong Kong Special Administrative Region.


23. Jurisdiction


The parties hereto shall hereby submit to the exclusive jurisdiction of the Hong Kong courts.


24. Indemnity

The Firm shall indemnify and keep the Government fully and effectively indemnified against all claims, damages, losses, costs and expenses in respect of personal injury, death, or damage to property, arising out of or resulting from the performance or attempted performance of this Agreement or caused by any trespass, negligence, defamation, breach of statutory duty, nuisance or breach of this Agreement by the Firm, its employees, agents or subcontractors.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day, month and year first above written and evidenced by as many copies as there are parties hereto.


SIGNED BY (JOE C. C. WONG)
for and on behalf of the Government of the
Hong Kong Special Administrative Region
in the presence of :

Witness : Signature 
Name (Johnson Tang)
Address 1520 18th Street, N.W.
Washington, D.C. 20036
Occupation Assistant Director - General


SIGNED BY
for and on behalf of
Sidley Austin Brown & Wood LLP
in the presence of :

Witness : Signature Kathleen C. Boyd
Name Kathleen C. Boyd
Address 1501 K Street
Washington, D.C. 20005
Occupation Adm. Asst.